

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A7		PAGE OF PAGES 1 62	
2. CONTRACT (Proc. Inst. Ident.) NO. N65236-04-D-6842		3. EFFECTIVE DATE 23 Jul 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY SPAWAR SYSTEMS CENTER CHARLESTON PO BOX 190022 TEAM 6 843-218-5905 DEBORAH.MCNEELY@NAVY.MIL NORTH CHARLESTON SC 29419-9022		CODE N65236		6. ADMINISTERED BY (If other than Item 5) DCMA PHILADELPHIA 700 ROBBINS AVENUE BUILDING 4-A PO BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) TITAN CORPORATION GOVERNMENT REPRESENTATIVE DBA: TITAN SYSTEMS CORPORATION 815 EAST GATE DRIVE MOUNT LAUREL NJ 08054-1240				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES 5 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 1NPU4		FACILITY CODE					
11. SHIP TO/MARK FOR SEE SCHEDULE		CODE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT \$28,114,054.63							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N65236-02-R-0079-0006			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER PAULETTE DILLARD / CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 23-Jul-2004	

SECTION B Supplies or Services and Prices

THE FEE WITHHOLDING REQUIREMENT OF FAR CLAUSE 52.216-8 IS HEREBY WAIVED.**LOT I - BASE YEAR**

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT
0001	Systems Engineering Support Services in accordance with Statement of Work (SOW) contained in Section C		Lot
			ESTIMATED COST _____
			FIXED FEE _____
			TOTAL ESTIMATED COST PLUS FIXED FEE \$ 28,114,054.63

0002 DD Form 1423 Contract Requirements List (CDRLS)
in accordance with Exhibit A NSP

LOT II – FIRST OPTION YEAR

0003	Systems Engineering Support Services in accordance with Statement of Work (SOW) contained in Section C	
		ESTIMATED COST _____
		FIXED FEE _____
		TOTAL ESTIMATED COST PLUS FIXED FEE \$ 28,950,012.59

0004 DD Form 1423 Contract Requirements List (CDRLS)
In accordance with Exhibit A NSP

LOT III – SECOND OPTION YEAR

0005	Systems Engineering Support Services In accordance with Statement of Work (SOW) contained in Section C	
		ESTIMATED COST _____
		FIXED FEE _____
		TOTAL ESTIMATED COST PLUS FIXED FEE \$ 29,815,594.02

0006 DD Form 1423 Contract Requirements List (CDRLS)
In accordance with Exhibit A NSP

LOT IV – THIRD OPTION YEAR

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT
0007	Systems Engineering Support Services In accordance with Statement of Work (SOW) contained in Section C		
			ESTIMATED COST _____
			FIXED FEE _____
			TOTAL ESTIMATED COST PLUS FIXED FEE \$ 30,705,327.85
0008	DD Form 1423 Contract Requirements List (CDRLS) In accordance with Exhibit A		NSP

LOT V – FOURTH OPTION YEAR

0009	Systems Engineering Support Services In accordance with Statement of Work (SOW) contained in Section C		
			ESTIMATED COST _____
			FIXED FEE _____
			TOTAL ESTIMATED COST PLUS FIXED FEE \$ 31,623,212.91
0010	DD Form 1423 Contract Requirements List (CDRLS) In accordance with Exhibit A		NSP

CLAUSES INCORPORATED BY FULL TEXT

B-309 VAR FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACT) VARIATION**(a) Types of Delivery or Task Orders.**

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE

PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.

(c) ***Computation of Fee.***

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

(d) ***Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.***

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract.

Estimated cost will be increased/decreased as applicable.

(e) ***Fee on Modifications to Completion Type Delivery or Task Orders.***

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(f) ***Modifications to the Basic Contract.***

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added to the total estimated hours under the contract.

(g) ***Payment of Fee.***

The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference, shall apply to all individual delivery or task orders issued under this contract.

(h) *Closeout.*

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

B-312 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of **\$200,000.00** worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

(d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

The contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks described in this solicitation. The required and desired personnel qualifications for the key categories are stated below:

PROGRAM MANAGER (KEY) (THIS CATEGORY WILL REQUIRE TWO (2) EMPLOYEES, ONE FOR CHARLESTON SC AND ONE FOR NORFOLK VA)

EDUCATION REQUIREMENTS: Shall have a Bachelor's Degree in engineering with an advanced degree (Master's or higher) in Engineering, Management, Operations Research, or Business. Three (3) years (in addition to the ten years specified below) of specific project management experience may be substituted for the advanced degree requirement.

EXPERIENCE: Ten years (13 years without advanced degree) in supervising and conducting analyses, studies, and projects similar to those specified in the statement of work hereto. Shall specifically demonstrate by virtue of previous experience a working knowledge of the Navy's system acquisition and development process, C2 Programs and GCCS. Must also present documented evidence of experience in conducting, publishing, and presenting analyses/studies similar to those specified in the statement of work and must evidence previous experience interfacing with "high-level" Navy managers.

PROJECT MANAGER (KEY)

EDUCATION REQUIREMENTS: Shall have Bachelor's Degree in Engineering.

EXPERIENCE: Minimum of five (5) years of progressive experience in systems engineering of C2 Systems. At least two (2) of the five (5) years experience shall be as a direct supervisor.

ELECTRONIC TECHNICIAN MAINTENANCE I (SCA NUMBER 23181)

EDUCATION REQUIREMENTS: Shall be graduate of military basic and advanced electronic or communication technician courses or a civilian equivalent. Civilian equivalent to the military basic and advanced electronic or communication technician course is deemed to be an Associate degree in Electronics Technology from an accredited two (2) year community college.

EXPERIENCE: Minimum of five (5) years of relevant experience in installation, maintenance and testing of C2 systems. A minimum of two years of the relevant experience shall have been gained in the last four years.

LOGISTICS SPECIALIST

EDUCATION REQUIREMENTS: Shall have a Bachelor's degree. Progressive experience in the field of logistics support may be substituted for the academic requirement at the rate of one year of experience for each nine months of academic work.

EXPERIENCE: Minimum (3) years experience in logistics support and ILS plan preparation for tasks or projects involving electrical/electronic and mechanical design, installation and operation.

LOGISTICS ANALYST

Education - The Logistics Analyst shall have a Bachelors degree. In lieu of a Bachelors degree, an Associates degree and two (2) years of progressive experience in the field of logistics support, or four (4) years of progressive experience in the field of logistics support may be substituted.

Experience - The Logistics Analyst shall have at least three (3) years of progressively more responsible experience in logistics support and ILS plan preparation for tasks similar to those described in the SOW.

WORD PROCESSOR II (SCA NUMBER 01612)

EDUCATION: Shall be a high school graduate or a graduate of an accredited business school.

EXPERIENCE: Minimum of one (1) year experience in the preparation of Navy formatted documents.

DRAFTER III (SCA NUMBER 29063)

Education: Successful completion of a full-time technical or trade school in Drafting, including Computer Automated Design (CAD) operations. Must have AutoCAD Operator's Certification.

Experience: Minimum of 6 years in the graphical presentation of complex engineering data using required military practices and working with official drawing guidelines, specifications and procedures.

DRAFTER II (SCA NUMBER 29062)

Education: Successful completion of a full-time technical or trade school in Drafting, including Computer Automated Design (CAD) operations. Must have AutoCAD Operator's Certification.

Experience: Minimum of 4 years in the graphical presentation of complex engineering data using required military practices and working with official drawing guidelines, specifications and procedures.

DRAFTER I (SCA NUMBER 29061)

Education: Successful completion of a full-time technical or trade school in Drafting, including Computer Automated Design (CAD) operations. Must have AutoCAD Operator's Certification.

Experience: Minimum of 2 years in the graphical presentation of complex engineering data using required military practices and working with official drawing guidelines, specifications and procedures.

GENERAL CLERK IV (SCA NUMBER 01118)

Education: Shall be a high school graduate.

Experience: Minimum of one (1) year experience in general typing and the use of general office machines as well as a minimum of one (1) year experience in the maintenance of a technical library

GENERAL CLERK III (SCA NUMBER 01117)

Education: Shall be a high school graduate.

Experience: Minimum of one (1) year experience in general typing and one (1) year experience in the use of general office machines.

ENGINEERING TECHNOLOGIST (SENIOR)

Education: Shall have a Bachelor's Degree from resident study at a school of higher education in a discipline which trains personnel for independent performance in selecting and using electronic test equipment, using systematic procedures for troubleshooting, fault isolation, repair of electronic systems. The curriculum shall also include training in discrete components (i.e. integrated circuits (IC's) subminiature components, capacitor, resistors, etc.), board level technology, and design technology.

ENGINEERING TECHNOLOGIST (JUNIOR)

Education: Successful completion of two (2) years (with continuing study) resident study at a school of higher education, in a discipline which trains personnel for independent performance in selecting and using electronic test equipment, using systematic procedures for troubleshooting, fault isolating and repair of electronic systems. The curriculum shall also include training in discrete components (i.e. integrated circuits (IC's), subminiature components, capacitor, resistors, etc.), board level technology, and design technology.

QUALITY ASSURANCE SPECIALIST

Education: Must have at least a High School Diploma plus satisfactory completion of an electronic trade school or Navy Electronics school.

Experience: Must have at least five (5) years with training in quality assurance/quality control programs and two (2) years of quality assurance/quality control experience in various Navy electronic system, subsystem or computer software programs.

COMPUTER SCIENTIST

Education - The Computer Scientist shall have both a Bachelors and Masters degree in Computer Science, Information Systems, or other technical disciplines directly related to the SOW tasks described in Section C. In lieu of the Masters degree, the proposed candidate may substitute 15 years of experience accomplishing and/or managing C41 software engineering efforts commensurate with the technical complexity and fiscal responsibility described in this solicitation.

Experience: The Computer Scientist shall have at least eight (8) years of progressively more responsible experience in C41 software systems engineering tasks similar to those described in the SOW. At least four (4) years of this experience shall be specialized in the complete software engineering of a project from inception to implementation; the use of state-of-the-art network protocols, operating systems, applications, and development tools to meet C41 system needs; providing guidance and direction of tasks similar to those listed in the SOW.

COMPUTER SYSTEMS ANALYST III (SCA NUMBER 03103)

Education – No positive education requirement.

Experience - The Computer Systems Analyst III shall have at least six (6) years of progressively more responsible experience in computer systems analysis for tasks similar to those described in the SOW.

COMPUTER SYSTEMS ANALYST II (SCA NUMBER 03102)

Education - No positive education requirement.

Experience - The Computer Systems Analyst II shall have at least three (3) years of progressively more responsible experience in computer systems analysis for tasks similar to those described in the SOW.

COMPUTER SYSTEMS ANALYST I (SCA NUMBER 03101)

Education – No positive education requirement.

Experience – The Computer Systems Analyst I shall have at least two (2) years of progressively more responsible experience in computer systems analysis for tasks similar to those described in the SOW.

COMPUTER OPERATOR V (SCA NUMBER 03045)

Education - No positive education requirement.

Experience - The Computer Operator IV shall have at least five (7) years of progressively more responsible experience in computer systems operations for tasks similar to those described in the SOW

COMPUTER OPERATOR IV (SCA NUMBER 03044)

Education - No positive education requirement.

Experience - The Computer Operator IV shall have at least five (5) years of progressively more responsible experience in computer systems operations for tasks similar to those described in the SOW

COMPUTER OPERATOR III (SCA NUMBER 03043)

Education - No positive education requirement.

Experience - The Computer Operator III shall have at least three (3) years of progressively more responsible experience in computer systems operations for tasks similar to those described in the SOW.

COMPUTER OPERATOR II (SCA NUMBER 03042)

Education: No positive education requirement.

Experience: Must have worked in an office environment for at least five (5) years. Must have at least three (3) years of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite.

COMPUTER OPERATOR I (SCA NUMBER 03041)

Education: No positive education requirement.

Experience: Must have worked in an office environment for at least two (2) years. Basic knowledge of, and experience with standard word processing, presentation, spreadsheet and scheduling productivity applications. Familiarity with Microsoft Office or other computer office suites is essential. Applicant will be expected to prepare word processing documents with extensive tabular statistical information, template proficiency, create and manipulate spreadsheets. Must be capable of typing at a rate of 40 words per minute or greater.

PROGRAM MANAGER ASSISTANT

Education - The Program Managers Assistant shall have a Bachelors degree in the field of Business Administration or other discipline directly related to the administrative management of this type of contract. In lieu of a Bachelors degree, six (6) years of direct administrative management experience may be substituted.

Experience - The PMA shall have at least two (2) years of experience in business and/or contract administration. At least one (1) year of this experience shall be specialized in program/project administration; contract procurement, modification, and reconciliation; and the preparation and analysis of contract financial status reports.

FIELD ENGINEER (KEY)

Education - The Field Engineer shall have graduated from an accredited electronics technical institute or a military school designed to train personnel for independent performance in electronic maintenance.

Experience - The FE shall have a minimum of ten (10) years field experience in support of electronic systems installation, test, acceptance, and maintenance. Three (3) years experience must be in C4I systems.

SENIOR ELECTRONIC ENGINEER (KEY)

Education - The Senior Electronic Engineer shall have a Bachelors degree in Electrical or Electronic Engineering, or Computer Engineering. In lieu of the Bachelors degree, the candidate may have a Bachelors degree in another

technical discipline directly related to the SOW tasks described in Section C and ten (10) years of experience accomplishing C4I systems engineering tasks similar to those described in the SOW.

Experience The Senior Electronic Engineer shall have at least eight (8) years of progressively more responsible experience in conducting and supervising C4I systems engineering tasks similar to those described in the SOW. At least four (4) years of this experience shall be specialized in the complete systems engineering of a project from inception to implementation; the use of state-of-the-art hardware and software applications to meet C4I system needs; providing guidance and direction of tasks similar to those listed in the SOW.

JUNIOR ELECTRONIC ENGINEER

Education - The Junior Electronic Engineer shall have a Bachelors degree in Electrical or Electronic Engineering, or Computer Engineering. In lieu of the Bachelors degree, the candidate may have a Bachelors degree in another technical discipline directly related to the SOW tasks described in Section C and two (2) years of experience accomplishing C4I systems engineering tasks similar to those described in the SOW.

Experience - None required.

ELECTRONIC ENGINEER

Education - The Electronic Engineer shall have a Bachelors degree in Electrical or Electronic Engineering, or Computer Engineering. In lieu of the Bachelors degree, the candidate may have a Bachelors degree in another technical discipline directly related to the SOW tasks described in Section C and four (4) years of experience accomplishing C4I systems engineering tasks similar to those described in the SOW.

Experience - The Electronic Engineer shall have at least four (4) years of progressively more responsible experience in conducting C4I systems engineering tasks similar to those described in the SOW.

ENGINEERING TECHNICIAN VI (SCA NUMBER 29086)

Education: The Engineering Technician VI shall have successfully completed a two-year, post High School program at a technical or vocational school designed to prepare candidates for electrical/electronics, mechanical, or civil engineering technology. Successful completion of a two-year apprentice program or successful completion of a military school designed to train personnel for independent duty in electrical, electronics, mechanical, or civil engineering technology may be substituted for this requirement.

Experience: The Engineering Technician VI shall have at least twelve (12) years of progressively more responsible experience in engineering technology in support of tasks similar to those described in the SOW.

ENGINEERING TECHNICIAN V (SCA NUMBER 29085)

Education: The Engineering Technician V shall have successfully completed a two-year, post High School program at a technical or vocational school designed to prepare candidates for electrical/electronics, mechanical, or civil engineering technology. Successful completion of a two-year apprentice program or successful completion of a military school designed to train personnel for independent duty in electrical, electronics, mechanical, or civil engineering technology may be substituted for this requirement.

Experience: The Engineering Technician V shall have at least ten (10) years of progressively more responsible experience in engineering technology in support of tasks similar to those described in the SOW.

ENGINEERING TECHNICIAN IV (SCA NUMBER 29084)

Education: The Engineering Technician IV shall have successfully completed a two-year, post High School program at a technical or vocational school designed to prepare candidates for electrical/electronics, mechanical, or civil engineering technology. Successful completion of a two-year apprentice program or successful completion of a military school designed to train personnel for independent duty in electrical, electronics, mechanical, or civil engineering technology may be substituted for this requirement.

Experience: The Engineering Technician IV shall have at least eight (8) years of progressively more responsible experience in engineering technology in support of tasks similar to those described in the SOW.

ENGINEERING TECHNICIAN III (SCA NUMBER 29083)

Education: The Engineering Technician III shall have graduated from an accredited electronics technical institute or a military school designed to train personnel for independent performance in electronic maintenance.

Experience: The Engineering Technician III shall have at least six (6) years of progressively more responsible experience in engineering technology in support of tasks similar to those described in the SOW.

ENGINEERING TECHNICIAN II (SCA NUMBER 29082)

Education: The Engineering Technician II shall have graduated from an accredited electronics technical institute or a military school designed to train personnel for independent performance in electronic maintenance.

Experience: The Engineering Technician II shall have at least four (4) years of progressively more responsible experience in engineering technology in support of tasks similar to those described in the SOW.

ENGINEERING TECHNICIAN I (SCA NUMBER 29081)

Education: The Engineering Technician I shall have graduated from High School

Experience: None required.

SECRETARY III (SCA NUMBER 01313)

Education: High School diploma and advanced classroom or on-the-job training of at least one year.

Experience: The Secretary shall have at least two (2) years of progressively more responsible experience providing administrative support.

SUPPLY TECHNICIAN (SCA NUMBER 01400)

Education - High School diploma.

Experience - Four (4) years of experience procuring equipment and material similar to that required to accomplish tasks in the SOW.

TECHNICAL WRITER (SCA NUMBER 29480)

Education - The Technical Writer shall have a Bachelors degree in English or Journalism from an accredited college or university.

Experience - Six years experience (three years of general and three years of specialized). At least three (3) years of experience shall be in preparation of technical publications relating to tasks similar to those identified in the SOW.

COMPUTER PROGRAMMER IV (SCA NUMBER 03074)

Education: No positive education requirement.

Experience: The Computer Programmer IV shall have at least eight (8) years of progressively more responsible experience in computer programming for tasks similar to those described in the SOW.

COMPUTER PROGRAMMER III (SCA NUMBER 03073)

Education: No positive education requirement.

Experience: The Computer Programmer III shall have at least five (5) years of progressively more responsible experience in computer programming for tasks similar to those described in the SOW.

COMPUTER PROGRAMMER II (SCA NUMBER 03072)

Education - No positive education requirement.

Experience - The Computer Programmer II shall have at least two (2) years of progressively more responsible experience in computer programming for tasks similar to those described in the SOW.

COMPUTER PROGRAMMER I (SCA NUMBER 03071)

Education: No positive education requirement.

Experience: The Computer Programmer II shall have at least one (1) year of progressively more responsible experience in computer programming for tasks similar to those described in the SOW.

WEB APPLICATIONS DEVELOPER

Education: No positive education requirement.

Experience: The Web Applications Developer shall have at least six (6) years of progressively more responsible experience in web development for tasks similar to those described in the SOW.

GENERAL MAINTENANCE WORKER (SCA NUMBER 23370)

Education - High School diploma.

Experience - Two (2) years of experience in general trades.

NOTE: Resumes for KEY personnel shall be submitted for review and approval by the COR within five (5) working days after award of the contract. Resumes for all other personnel shall be maintained by the contractor for review by the COR when and if he deems it necessary.

C-301 SPECIFICATIONS/STATEMENT OF WORK

Work under this contract shall be performed in accordance with the following statement of work:

1.0 REQUIREMENTS. This Statement of Work (SOW) identifies the Contractor Engineering and Technical Support Services that are needed to support SPAWARSYSCEN Charleston. The major places of performance will be Charleston SC and Norfolk VA.

- (a) All plans and procedures produced as a result of this effort shall be prepared in draft format and submitted to the government for approval. These plans and procedures shall be considered property of the Government.
- (b) The contractor is required to travel to various locations within the Continental limits of the United States (CONUS) and sites (shore and afloat) located worldwide to perform the tasks outlined in this SOW.
- (c) In order to be responsive to SPAWARSYSCEN Charleston requirements, the contractor shall establish and maintain the offices and support spaces within one-half hour travel by automobile, from SPAWARSYSCEN Charleston, Norfolk Detachment, Norfolk, VA, and SPAWARSYSCEN Charleston, Charleston, SC.
- (d) SPAWARSYSCEN Charleston, acts as the Executive Agent for SPAWARSYSCOM (Space and Naval Warfare Systems Command) in the management of the Navy C4ISR program in the Norfolk area. This includes Command, Control, Communications, Computers, and Intelligence, the CINCLANTFLT Command Center, USACOM Command Center, various Flag Briefing Areas, and all the Video Teleconferencing Rooms in the Norfolk Area.
- (e) SPAWARSYSCEN Charleston acts as the In-Service Engineering Agent for SPAWARSYSCOM for various C4ISR Systems.

2.0 Objective. The objective of this Statement of Work is to define the requirements for the engineering and technical services needed to support SPAWARSYSCEN Charleston mission as In-Service Engineering Agent for C4ISR systems and other tasking which the code is responsible for. The products and services required are defined below.

3.0 Contractor Qualification. The contractor must provide a team of personnel consisting of engineers, computer scientists, specialists, programmers, logisticians, electronics technicians, and program management personnel with engineering, logistical and technical backgrounds. These personnel must be familiar with Naval Warfare and Joint Warfighter concepts of operation, networks, communications, comsec, tempest, computers, and electronic equipment/systems design/installation/planning, and understand defense system acquisition, particularly in areas related to systems under development.

3.1 Task A - System Engineering Support. The contractor shall provide support services for the design, development, installation, testing, analysis and maintenance of complete C4ISR systems and hardware and software subsystems and Equipment

3.1.1 Requirements Analyses, Documentation Development and Documentation Support. The contractor shall provide support services to identify, refine, and document operational and functional requirements. The contractor shall translate the operational and functional requirements to Concepts of Operations (CONOPS), Functional Requirements and Functional Descriptions. The contractor shall use the CONOPS, Functional Requirements and

Functional Descriptions to develop System, Subsystem and Component level design specifications and documents. The contractor shall develop System Performance Documents and Specifications and Interface Requirements documents. The contractor shall provide drawing and drafting support for C4ISR Systems.

3.1.1.1 Operational Requirements Analysis. The contractor shall provide support services to assist in the identification, refinement, and documentation of the operational requirements for the implementation of command, control, communications, computer, intelligence, surveillance, and reconnaissance (C4ISR) systems as directed. The results of the analyses will be documented in an Operational Requirements Document. The Operational Requirements Document will be approved and formally promulgated by the originating operational command.

3.1.1.2 Functional Requirements Analysis. The contractor shall provide services to support the identification, refinement, and documentation for the implementation of the functional requirements for C4ISR systems as directed. The results of the analyses will be documented in a Functional Requirements Document. The functional requirements for C4ISR systems shall be defined in terms of the content and relationship of the inputs, processes, and outputs required to satisfy the operational requirements.

3.1.1.3 Analyses Translation. The contractor shall provide services to translate the results of the Analyses or shall take existing Operational Requirements Documents and Functional Requirements Documents into CONOPS, Functional Requirements and Functional Descriptions for C4ISR systems, as directed. The CONOPS, Functional Requirements and Functional Descriptions will form the C4ISR System, Subsystem and Component Functional Baseline. The contractor shall perform any engineering studies, analyses or surveys necessary to translate the operational and functional requirements to ensure that the C4ISR system, subsystem or component satisfies those operational and functional needs.

3.1.1.4 System and Component Specifications. The contractor shall provide services to allocate the functional requirements to the system, subsystem and component level. The allocation is documented in System, Subsystem and Component Performance and Design Specifications. The System, Subsystem and Component Performance and Design Specifications constitute the allocated baseline. The contractor shall ensure that all the requirements identified for the C4ISR Systems, Subsystems, and Equipment are allocated to the lowest level practicable. The contractor shall perform any engineering studies, analyses or surveys necessary to allocate the operational and functional requirements to the C4ISR system, subsystem or component design.

3.1.1.5 Interface Identification and Definition. The contractor shall identify and define C4ISR System, Subsystem and Component Interface Requirements with other C4ISR Systems, Subsystems and Equipment. The contractor may be required to design, develop, test and integrate specialized interfaces within C4ISR Systems. The contractor shall perform Interface/Integration Design Studies, as directed. The contractor shall provide support services to define, identify and document facilities interfaces such as HVAC and Power Requirements.

3.1.1.6 Drawing Development and Drafting Support. The contractor shall provide drawing and drafting support for C4ISR Systems. The contractor will produce drawings in both AutoCad (latest version) and Aperture (latest version). The drawings include, but are not limited to, Installation Control Drawings; Outline and Mounting Drawings; Cable Block Wiring Diagrams; Functional Baseline Control Drawings; Ship Specific Control Drawings, and As-Built Drawings.

3.1.2 System and Hardware Development. The contractor shall provide both hardware and software system engineering and development support services in order to translate system design drawings and specifications into actual prototype C4ISR systems. System development tasks may include the acquisition of one or more of the following types of C4ISR systems: stand-alone and networked mainframe computer, high-end workstation, PC, and Macintosh based information processing systems including local and wide area networks (LANs and WANs); stand-alone and networked, broadcast and interactive audio-video and video teleconferencing systems; voice and data communications systems; wired and wireless commercial telecommunications technologies, equipments, services, and utilizations; and associated control systems. The contractor shall provide support services to identify, design and develop Federal and Defense Enterprise Architecture concepts, development, organizational deployment, and transactions. The contractor shall provide system engineering and development support services for any and all of

the major components of a system, including facilities, equipment (including software), personnel, procedures, and communications.

The contractor shall provide support services to ensure the integration and interoperability of the C4ISR Systems Subsystems and Equipment. The functional capabilities to be provided in this subtask will be identified as functional requirements in paragraph 3.1.1.3 above or provided separately by the Government. Integration and interoperability design specifications for systems/subsystems will be identified in paragraph 3.1.1.4 above or provided separately by the Government. The contractor may also be tasked to maintain and/or develop system/subsystem integration and interoperability management plans and conduct analyses of individual projects to determine their relationship to the existing and planned architecture(s).

System development tasks may also include modifying, enhancing, or upgrading existing systems. In the case of either new or existing system development efforts, the contractor may also be tasked to develop one or more prototype systems to verify previously prepared trade-off analyses and/or acquire one or more production systems to verify and validate system design and performance objectives. The contractor may also be responsible for any specialized fabrication services and supplies which may be required to support the development of the prototype and production systems. System design drawings and specifications shall be updated to accurately reflect the composition, configuration, and performance of the production system.

3.1.3 Shore-Based System Installation. The contractor shall provide support services to plan installations, prepare installation design plans, and install complete C4ISR systems as well as component hardware and software systems/subsystems. Tasking includes installation planning, fabrication, installation, de-installation, procurement, and maintenance/repair services to support the installation of shore-based SPAWARSYSCEN Charleston C4ISR systems worldwide. Installation of the C4ISR Systems, Subsystems and Equipment may occur in Top Secret or SCI spaces. The contractor shall maintain a small workforce capable of entering into TS or SCI spaces to perform the installations.

3.1.3.1 Installation Planning. The contractor shall analyze installation requirements for C4ISR systems and component hardware and software systems/subsystems. This analysis may include engineering evaluations and assessments to determine integration and interoperability of the equipment, material, software, and firmware components of the system to be installed. The contractor may be tasked to perform site surveys to determine the capabilities of the facility to support the system installation including, but not limited to, interior design, floor space and accessibility, power, HVAC, and any special conditioning which may be required. Basic system installation requirements as well as any deficiencies noted during the site survey shall be analyzed and documented as site preparation requirements. The contractor may also be tasked to prepare the draft, intermediate and final Installation Design Plans (IDP), installation procedures, drawing packages, and cost estimates to support the installation of the system. The contractor may also conduct system build-up, check-out, and packaging at an Integration and Test Facility prior to shipment to the installation site.

3.1.3.2 Site Preparation. The contractor shall remove and/or relocate existing equipment to accommodate installation of the new equipment; install new and/or relocate existing power panels, conduit, duct, and wiring; and construct foundations for new equipment. The contractor shall provide with direct reimbursement all material and supplies required to complete the site preparation, installation/de-installation, and testing except those specified in the TO/DO as being GFE/GFM. The contractor shall provide without direct reimbursement all tools required to complete the site preparation, installation/de-installation, and testing except those noted as special tools or equipment in the TO/DO and either supplied as GFE/GFM or specified for purchase by the contractor with authorization for direct reimbursement.

3.1.3.3 Installation/De-installation. The contractor shall install new shore based systems and equipment in accordance with the final, approved IDP and drawing package(s). Installation standards and practices including final installation check-out shall be in accordance with SPAWAR 0101-110 and, for classified systems, NACSIM 5203. De-installation tasking shall include the non-destructive removal of equipment and conduit, duct, wiring, and other material as specified. Installation/de-installation workmanship shall be in keeping with best industry standards and the work place shall be kept free of scraps, waste, and debris that may present a safety or fire hazard. All differences between the approved IDP and drawings and the actual on-site equipment/system installation shall be

reflected in marked-up drawings and the material list shall be updated to indicate the actual type and quantities of material used during the installation.

3.1.3.4 As-Built Documentation. The contractor shall prepare As-built Drawings and equipment lists which reflect the as-built and installed condition of the system. As required, the contractor shall provide copies of all equipment specifications, operating manuals, and warranties of the installed equipment to the user command/activity.

3.1.4 System Level Testing. The contractor shall provide support services to develop and execute C4ISR system, subsystem and component level testing in support of design development and installation operations.

3.1.4.1 The contractor shall prepare test plans and test procedures for system, subsystem and component level testing. Testing shall be executed in accordance with the test plans and test procedures. Testing, correction of failures, and retesting shall continue until all tests are satisfactorily completed or other disposition is agreed upon. After completion of the tests, a test report shall be prepared which describes the test environment, results of the testing, actions taken to correct deficiencies, and the disposition of uncorrected failures/deficiencies. When tasked, the contractor shall also prepare a Technical Certification - Acceptance Form in accordance with SPAWARINST 2804.1 (current edition) or other certification for signature by the user command/activity.

3.1.4.2 The contractor shall provide support services to develop, perform, and document D/OT&E of systems, equipment, and programs as directed by SPAWARSYSCEN Charleston. Tasking may include the preparation or review of D/OT&E test plans, test procedures, and test reports; performance of the testing; analysis and documentation of the test results; and analysis and engineering support to resolve discrepancies.

3.1.4.3 The contractor shall provide support services to develop, perform, and document SOVT of the systems, equipment, and programs as directed. Tasking may include the preparation or review of SOVT test plans, test procedures, and test reports; performance of the testing; analysis and documentation of the test results; and analysis and engineering support to resolve discrepancies

3.1.5 System Analysis. The contractor shall perform analyses on C4ISR systems to verify and optimize performance parameters. The contract shall perform or assist with the performance of computer forensics.

3.1.5.1 The contractor shall perform network analyses using commercial network analysis tools. The analyses shall be conducted to ascertain optimum network performance and effects of system, subsystem and component changes on network performance. Analyses shall be performed to ensure that software is operating properly and as designed.

The contractor shall conduct examinations of computer files from compromised computer systems. The contractor shall conduct examinations of seized software. The contractor shall analyze computer viruses or unauthorized tools to determine their function. This analysis shall be performed in a lab environment, when directed, at a government facility. The contractor will contribute to the development and maintenance of a closed computer network suitable to support the analysis effort. Analyses shall include searches of open source tools and techniques that computer intruders utilize. These analyses shall also include a search of open sources, an examination of malicious binaries, and a determination of the effects of code execution. The contractor shall develop techniques for the bulk analysis of computer information. The contractor shall investigate, create or utilize tools to analyze information from computer systems, computer system log files, and networks. In the cases where no tools currently exist capable of meeting needs, the contractor shall recommend prototype tasks to be conducted for the purposes of requirements and solution definition. The contractor shall provide diagrams of network intrusion activity, transcripts of capture intrusion activity, and conduct an analysis of seized software. In addition, the contractor will develop a written report outlining possible solutions in the case of malicious intrusion, when directed. All analyses will result in a written report of investigative, technical, or analytical findings. The detailed written report shall describe findings and recommendations. The report shall be written using non-technical terminology. When tasked to develop prototype tasking, the contractor shall develop a plan of action, milestones, and detailed written report following the completed action.

3.1.6 System Maintenance. Requirements for contractor support to provide C4ISR system maintenance are defined in Section 3.4 Direct Customer Support.

3.1.7 Schedule. The schedule for deliverables shall be established in each TO/DO.

3.1.8 Deliverable Products. The deliverable products for Task A include, but are not limited to, the following:

- (a) Draft Operational Requirements Document (ORD)
- (b) Draft Mission Needs Statement (MNS)
- (c) Draft Concept of Operations
- (d) Functional Requirements
- (e) Functional Description (FD)
- (f) System/Subsystem Design Document
- (g) Base Electronic System Engineering Plan (BESEP)
- (h) System/Subsystem Design Specification
- (i) System/Subsystem Performance Specification
- (j) System/Subsystem Interface Design Specification
- (k) Engineering Analysis/Evaluation Reports
- (l) Installation Design Plan (IDP)
- (m) Installation Control Drawings (ICD)
- (n) Engineering Analysis/Evaluation Reports
- (o) Acceptance Test Plans, Procedures, and Reports
- (p) As-Built Documentation
- (q) System, Subsystem and Component Test Plans, Procedures, and Reports
- (r) D/OT&E Test Plans, Procedures, and Reports
- (s) SOVT Test Plans, Procedures, and Reports

3.2 Task B - Integrated Logistics Support (ILS). The contractor shall provide support services for the definition of life cycle support requirements for new systems as well as existing systems. ILS requirements for total life cycle support shall include but not be limited to the following: ILS Management, Supply Support, Technical Manual Support, Training Support, Maintenance Support, Support & Test Equipment, and the Design Interface Logistics Element. The contractor shall perform or assist in performing the management, analysis, and evaluation of the provisioning, planned maintenance, and documentation for the life cycle support of existing and new C4ISR systems, equipment, and programs.

3.2.1 ILS Planning. When tasked, the contractor shall identify, analyze, assess, and document the ILS requirements for C4ISR systems, equipment, and programs. Results shall be documented in original or updated ILS Plans (ILSP), Operational Logistics Support Summaries (OLSS) in accordance with SPAWARINST & NAVLEXINST 4000.10 and User's Logistic Support Summaries (ULSS).

3.2.2 ILS Management. The contractor shall develop, review, and maintain ILS certifications. ILS Certifications assert that ILS Planning has been performed for fielding new C4ISR Systems, Subsystems and Equipment and changes to fielded C4ISR Systems, Subsystems and Equipment. The contractor shall assist in the preparing, development and fielding of the ILS products necessary to support the C4ISR installations. The contractor shall participate in the ILS Groom Teams. The ILS Groom Teams perform shipboard audits to verify that the ship has the required ILS Products. The contractor would participate by resolving discrepancies, finding/preparing missing products and providing assistance and direction to the groom teams. The contractor shall assist the government in the preparation of ILS Budgets. The contractor will prepare draft budgets and provide inputs to the budgets to ensure that funding for ILS is adequate and sufficient to perform ILS Tasking. The contractor shall maintain various ILS Databases for tracking and information purposes. The contractor shall use the databases to develop and prepare reports on ILS Status. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on ILS products. The Contractor shall participate in the development of the ILS Products so that the change forms can receive their ILS Certification. ILS products are defined in subsequent paragraphs.

3.2.3 Supply Support. The contractor will develop and maintain Allowance Parts Lists (APLs) and Allowance Components Lists (ACLs) to support C4ISR Systems, Subsystems and Equipment. The contractor will work closely

with the engineers and the Navy's Inventory Control Point (ICP) in developing APLs and ACLs. The contractor shall perform Interim Spare Parts Support. Interim Spare Parts Support is Organic Sparing of repair/replacement parts prior to a System's Material Support Date. Interim Spare Parts Support will include the procurement, storing, tracking, issuing and shipping of C4ISR system spare parts. The Interim Spare Parts Support will also include Warranty Management Functions. The Warranty Management functions include verifying that a part or component is under warranty, working with the Original Equipment Manufacturer (OEM) to obtain warranty service for the components, and coordinating the shipment and receipt of parts under warranty with the OEM. The contractor shall create, develop and maintain Performance-Based Logistics, Organic (PBL). The contractor will work closely with the ICP in developing PBL. The contractor shall develop and maintain Program Support Data (PSD) sheets. The contractor shall participate in the Engineering and Installation Change form development process to assess the change Form impact on Supply Support.

3.2.4 Technical Manuals. The contractor will design, develop and maintain C4ISR system Technical Manuals. Technical Manuals will include but not be limited to Operations Manuals, Maintenance Manuals, and System Administrator's Guides. The contractor shall be skilled in the design, development and preparation of Interactive Electronic Technical Manuals. The contract shall collect and maintain OEM prepared technical manuals for commercial off-the-shelf items procured by the Government. The contractor shall evaluate and maintain system documentation and procedures. The contractor shall provide, as directed, Technical Manuals to system installers, system users and any others who request them. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on Technical Manuals.

3.2.5 Training Support. The contractor shall provide support services and supplies for the training of users, operators and maintenance personnel assigned to the C4ISR systems and equipment. Tasking may include the review of Government provided system specifications, technical manuals, and training documentation to determine the job skills required to operate and maintain the system/equipment; identification of the training requirements such as training architecture, curriculum outline, and statement of the training objectives necessary to develop the job skills; the preparation of a job task inventory; and conducting a job task analysis to determine specific training deficiencies. The contractor may be tasked to develop, prepare and maintain Training Plans including Navy Training Systems Plans. The contractor may develop and deliver formal classroom training courses including computer aided instruction and distance learning applications, as well as on-site operations and maintenance training. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on Training Support.

3.2.6 Maintenance Support. The contractor shall provide support services and supplies for preventive and corrective maintenance of C4ISR hardware and software. Hardware specifications and software documentation shall be provided by the Government at the start of all maintenance tasking. The contractor shall provide the material, parts, and equipment required to perform the preventive and corrective maintenance of C4ISR hardware and software. A record of hardware and software failures, corrective actions, and updates shall be maintained. This information shall be used to conduct and document failure analyses, identify trends/patterns, and recommend remedial actions. The contractor may be tasked to provide on-site maintenance support of both shipboard and shore based systems which may require extended deployment on designated ships or at CONUS and OCONUS shore commands/activities. Maintenance response time requirements shall be specified in the TO/DO. There is no requirement for the contractor to provide a maintenance/repair facility. The contractor shall develop, prepare and maintain Planned Maintenance Systems (PMS) for C4ISR Systems, Subsystems and Equipment. The PMS for the C4ISR shall consist of Maintenance Requirement Cards and Maintenance Index Pages. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on System Maintenance.

3.2.7 Support and Test Equipment. The contractor shall identify, develop, prepare and maintain C4ISR Systems, Subsystems and Component General Purpose Electronic Test Equipment (GPETE) requirements. The contractor shall assist in inducting the GPETE into the Navy's GPETE Program by developing or specifying Calibration Standards, GPETE Application and other requirements of the GPETE Program. The contractor may be responsible for GPETE acquisition, receipt, storage, issue, and shipping. The contractor shall coordinate shipment with receiving activities which have C4ISR systems installed. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on Support and Test Equipment.

3.2.8 Packaging, Handling, Storage and Transportation (PHS&T). The contractor shall identify, develop, prepare and maintain C4ISR Systems, Subsystems and Component PHS&T requirements. The contractor may also be responsible for performing packaging, handling, storage and transportation of C4ISR Systems, Subsystems and Equipment. The contractor may perform inspections and verifications of the PHS&T of C4ISR Systems, Subsystems and Equipment as performed at production and integration facilities to verify that the PHS&T meets the actual requirements. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on PHS&T.

3.2.9 Design Interface Logistic Element. The Design Interface Logistics Element refers to the disciplines of Reliability, Maintainability, Availability, Human Factors and Safety. The contractor shall identify, develop, prepare and maintain various products associated with each of these disciplines for C4ISR Systems, Subsystems and Equipment as defined in the following paragraphs.

3.2.9.1 Reliability. The contractor shall identify, develop, maintain and provide support for Reliability assessment of C4ISR Systems, Subsystems and Equipment. The contractor will perform various reliability analyses including reliability modeling, reliability predictions and calculations, and failure trend analyses. The contractor will develop and maintain reliability models for C4ISR Systems, Subsystems and Equipment. The contractor will use the models and statistical analyses to perform reliability estimates for C4ISR Systems, Subsystems and Equipment. The contractor will recommend actions to be taken as a result of the reliability analyses. The contractor will collect performance and failure data on C4ISR Systems, Subsystems and Equipment. The contractor will use the data to perform Failure Trend Analyses and provide the results of the analyses and make recommendations based on the results. The contractor may perform Failure Modes, Effects and Criticality Analyses (FMECA), Sneak Circuit Analyses or other Reliability Analyses as part of the design and development process for C4ISR Systems, Subsystems and Equipment, as directed. The contractor will develop, prepare and maintain various Reliability documentation including, but not limited to Reliability Program Plans, Reliability Math Models, Reliability Studies and Reports, Failure Trend Analysis Procedures, Hardware Incident Failure Trend Analysis Reports, FMECA procedures, results and Corrective Actions. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on Reliability.

3.2.9.2 Maintainability. The contractor shall identify, develop, maintain and provide support for Maintainability assessment of C4ISR Systems, Subsystems and Equipment. The contractor will perform various maintainability analyses. The contractor will use reliability models and statistical analyses to perform maintainability estimates for C4ISR Systems, Subsystems and Equipment. The contractor will recommend actions to be taken as a result of the maintainability analyses. The contractor will collect performance and failure data on C4ISR Systems, Subsystems and Equipment. The contractor will use the data to perform Failure Trend Analyses and make maintainability recommendations based on the results. The contractor will develop, prepare and maintain various Maintainability documentation including, but not limited to Maintainability Program Plans and Maintainability Studies. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on Maintainability.

3.2.9.3 Availability. The contractor shall identify, develop, maintain and provide support for Availability assessment of C4ISR Systems, Subsystems and Equipment. The contractor will perform various Availability analyses. The contractor will use reliability models and statistical analyses to perform Availability estimates for C4ISR Systems, Subsystems and Equipment. The contractor will recommend actions to be taken as a result of the Availability analyses. The contractor will collect performance and failure data on C4ISR Systems, Subsystems and Equipment. The contractor will use the data to perform Failure Trend Analyses and make Availability recommendations based on the results. The contractor will develop, prepare and maintain various Availability documentation including, but not limited to Availability Program Plans and Availability Studies. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on Availability.

3.2.9.4 Human Factors. The contractor shall identify, develop, maintain and provide support for assessment of C4ISR Systems, Subsystems and Equipment Human Factors. The contractor shall develop, prepare and maintain Human Engineering Program Plans. The contractor shall develop, prepare and maintain Human Engineering

Detailed Equipment Performance Specifications. The Contractor shall perform Human Factors Assessments on various C4ISR Systems, Subsystems and Equipment. The contractor shall provide inputs and recommendations during the design process of C4ISR Systems, Subsystems and Equipment to improve their usability. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on Human Factors.

3.2.9.5 Safety. The contractor shall identify, develop, maintain and provide support for assessment of C4ISR Systems, Subsystems and Equipment Safety. The contractor shall develop, prepare and maintain System Safety Program Plans. The contractor shall develop, prepare and maintain System Safety Design Criteria. The Contractor shall perform Safety Assessments on various C4ISR Systems, Subsystems and Equipment. The contractor shall develop, prepare, maintain and distribute System Safety and Warning Labels. The contractor shall provide inputs and recommendations during the design process of C4ISR Systems, Subsystems and Equipment to improve their safety. The contractor shall participate in the Engineering and Installation Change Form development process to assess the change form impact on Safety.

3.2.9.6 Schedule. The schedule for deliverables shall be established in each TO/DO.

3.2.9.7 Deliverable Products. The deliverable products for Task B include but are not limited to the following:

- (a) ILSP
- (b) OLSS
- (c) ULSS
- (d) ILS Analysis & Evaluation Reports
- (e) Provisioning Documentation
- (f) Operator's Manual
- (g) Maintenance Manual
- (h) System Administrator's Guides
- (i) Interactive Electronic Technical Manuals
- (j) Job Task Inventory
- (k) Job Task Analysis
- (l) Training Plans
- (m) Navy Training Systems Plans.
- (n) Training Curriculums
- (o) Training Course Outlines and Materials
- (p) Maintenance Requirement Cards
- (q) Maintenance Index Pages.
- (r) Calibration Standards
- (s) PHS&T requirements
- (t) Reliability Program Plans
- (u) Reliability Models
- (v) Reliability Analysis and Assessment Reports
- (w) Failure Trend Analyses and Reports
- (x) Failure Modes, Effects and Criticality Analyses (FMECA)
- (y) Sneak Circuit Analyses
- (z) Failure Trend Analysis Procedures
- (aa) Hardware Incident Failure Trend Analysis Reports
- (bb) Maintainability Program Plans
- (cc) Maintainability Studies.
- (dd) Availability Program Plans
- (ee) Availability Studies.
- (ff) Human Engineering Program Plans
- (gg) Human Engineering Detailed Equipment Performance Specifications
- (hh) Human Factors Assessments
- (ii) System Safety Program Plans
- (jj) System Safety Design Criteria

- (kk) Safety Assessments
- (ll) System Safety and Warning Labels.

3.3 Task C - Configuration and Data Management Support. The contractor shall identify, analyze, assess, and document the configuration management requirements for C4ISR Systems, Subsystems and Equipment. Support may include analyses, maintenance, and/or development of Configuration Management Plans, preparation of program correspondence, review/generation of technical reports and assessments related to existing C4ISR Systems, Subsystems or Equipment or configuration management processes and procedures. The contractor shall gather and collect

Configuration Data from various sources and maintain it in a CM database, such as CMPro. The Contractor shall gather configuration data from various sources and develop the Configuration Data Managers Database – Open Architecture (CDMD-OA) work files for uploading by the Configuration Data Managers into NTCSS. The contractor shall develop and submit the paperwork for Nomenclatures for C4ISR Systems, Subsystems or Equipment. The contractor shall develop and prepare Engineering Change Forms and Installations Vehicles. The contractor shall perform Configuration Audits of C4ISR System, Subsystem or Component on shipboard and shore site installations around the world.

3.3.1 Configuration Management Support. The contractor shall develop, prepare and maintain Configuration Management Plans for C4ISR programs. The contractor shall develop, prepare and maintain Configuration Management methods, policies and procedures for C4ISR Systems, Subsystems and Equipment. The contractor shall develop, prepare and maintain Configuration Baselines for C4ISR Systems, Subsystems or Equipment. The baselines will include the Functional, Allocated and Physical Baselines. As part of the baseline development the contractor shall perform physical configuration audits of C4ISR Systems, Subsystems and Equipment on shipboard and shore site installations around the world. The contractor will develop, prepare and maintain Configuration Status Accounting policies and procedures for C4ISR Systems, Subsystems or Equipment. The contractor will maintain the Configuration Status Accounting System for C4ISR Systems, Subsystems or Equipment using a commercial software program like CMPro. The contractor will be required to collect, sort and maintain configuration data from various sources.

CDMD-OA. The contractor will be required to collect, sort and maintain configuration data on shipboard and shore-based C4ISR Systems, Subsystems or Equipment from various sources. Using this data, the contractor will develop CDMD-OA work files in an ACCESS or ORACLE based database. Upon the completion of the work files, they will be submitted to the corresponding CDM for uploading and inclusion in NTCSS.

3.3.3 Nomenclature Development. The contractor will develop, prepare and maintain Nomenclature requests for various C4ISR Systems, Subsystems or Equipment. The contractor will develop, prepare and maintain the DD 180 if the item name or system is not registered in the Federal Item Name Directory. The contractor will develop, prepare and maintain the Nomenclature Request (DD 61) using data from engineering design documentation and drawings. The DD61 will be submitted to the Designated Control Point (DCP) for review and approval. The contractor will coordinate with the DCP for clarification and comments.

3.3.4 Engineering Change Form Documentation. The contractor shall develop, prepare and maintain Engineering Change Form Documentation methods, policies and procedures for C4ISR Systems, Subsystems and Equipment as part of the Configuration Management Program. The contractor shall develop, prepare and maintain Engineering Change Form Documentation for various C4ISR Systems, Subsystems or Equipment. The Engineering Change Forms include, but are not limited to, Justification and Cost Forms, Change Requests, Waivers, Deviations and Engineering Changes Proposals. The contractor shall develop, prepare and maintain Installation Vehicles for various C4ISR Systems, Subsystems or Equipment. The Installation Vehicles include, but are not limited to, Field Changes, Engineering Change Orders, Ship Alteration Records and Temporary Alteration Records.

3.3.5 Schedule. The schedule for deliverables shall be established in each TO/DO

3.3.6 Deliverable Products. The deliverable products for Task C include but are not limited to the following:

- (a) Configuration Management Plans

- (b) Configuration Management methods, policies and procedures
- (c) Functional Configuration Baselines
- (d) Audit Procedures and Reports
- (e) Configuration Status Accounting policies, procedures and reports
- (f) CDMD-OA work files
- (g) DD 180s
- (h) Nomenclature Requests (DD 61s)
- (i) Justification and Cost Forms
- (j) Change Requests
- (k) Waivers
- (l) Deviations
- (m) Engineering Changes Proposals.
- (n) Field Changes
- (o) Engineering Change Orders
- (p) Ship Alteration Records
- (q) Temporary Alteration Records

3.4 Task D - Direct Customer Support. The contractor shall provide Direct Customer Support by performing Helpdesk Operations; Fleet Technical Assistance; On-Site Technical Assistance; Systems and Equipment Operation; and Website Development and Maintenance.

3.4.1 Helpdesk Operations. The contractor shall provide helpdesk operations for various C4ISR systems. The helpdesk shall be manned from 0700 to 1700 EST (Eastern Standard Time), Monday through Friday. Outside of these hours, phone calls to the helpdesk shall be forwarded to helpdesk employees carrying cell phones. The helpdesk employee shall log into the REMEDY database via remote dial-in capabilities. The contractor shall take in-coming calls, initiate a Trouble Ticket in REMEDY, provide assistance, if possible and refer the call to the appropriate Subject Matter Expert. The contractor shall provide the caller with assistance in troubleshooting, corrective actions and technical issues. The contractor shall maintain all Helpdesk statuses in REMEDY. The contractor shall draft and/or prepare Naval Messages in response to helpdesk calls and issues related to those calls. The contractor shall develop reports based on helpdesk calls for assisting in Reliability Calculations and Metrics Tracking.

3.4.2 On-Site Technical Assistance. The contractor shall provide On-Site Technical Assistance for various C4ISR Systems, Subsystems and Equipment at shipboard and shore installations around the world. The Technical Assistance shall take the form of troubleshooting problems with C4ISR Systems, Subsystems and Equipment; initiating, tracking and implementing corrective actions; performing shore-based equipment installations; performing Software Loading and Administration; and resolving technical issues. The contractor shall provide equipment use, operation, on-the-job and on-site training for C4ISR Systems, Subsystems and Equipment. The contractor shall perform on-site repair and refurbishment of various C4ISR Systems, Subsystems and Equipment. The contractor will be required to perform on-site visits to C4ISR shipboard and shore site installation around the world.

3.4.3 Systems and Equipment Operation. The Contractor shall provide skilled operators to operate, maintain and train others in the use of C4ISR systems, Subsystems and Equipment at shipboard and shore-based installations around the world. When tasked, the contractor shall provide system operators for the day-to-day, including around-the-clock, operation of the financial, administrative, and operational C4ISR systems and equipment. The contractor may perform in this capacity as an adjunct to Military and/or Government Civilian Staffs to operate the systems and equipment, or as a totally self-contained functional organization to operate systems and equipment.

3.4.4 Website Development and Maintenance. The contractor shall maintain an Internet-based system that provides easy access to a multitude of C4ISR Engineering and Logistics data. The website will be an information portal for existing and developing data sets. It will provide access to standardized collaboration tools and other C4I data sets enabling SPAWAR, Field Activities and the fleet to work closer together. The goal of the website is to connect the Fleets' product-related data into a collaborative environment that can be quickly initiated and

continuously improved. The technologies used to implement and support the website include but are not limited to the following:

- (a) Windows 2000 Server
- (b) Microsoft Exchange messaging services
- (c) Microsoft Sharepoint Team Services
- (d) Microsoft Sharepoint Portal Server
- (e) Microsoft SQL Server
- (f) Oracle 8i
- (g) Microsoft Internet Information Services (IIS)
- (h) Microsoft Digital Dashboard
- (i) Active Server Page (ASP), JavaScript, VB Script and other web-based application languages
- (j) Visual Basic, C, C++, and other high-level programming languages.

The contractor shall provide the technical support necessary for the secure maintenance of documents and product data for SPAWAR, including research, design, production, implementation and data entry. This support is provided through development, maintenance and upgrading of the website and all associated Internet code, pages, development software, and systems. To provide the required technical support the contractor will perform the following:

- (a) Analyze customer requirements.
- (b) Conduct needs analysis.
- (c) Assist in the development of software and functional specifications.
- (d) Develop test procedures and plans.
- (e) Develop and maintain training; help material and other documentation.

3.4.6 Schedule. The schedule for deliverables shall be established in each TO/DO

3.4.7 Deliverable Products. The deliverable products for Task D include but are not limited to the following:

- (a) Naval Messages
- (b) REMEDY Reports
- (c) Trip Reports
- (d) Status Reports
- (e) Corrective Action Reports
- (f) Monthly Website Development Report
- (g) C4ISR Systems Software Code Documentation Report
- (h) Monthly Site Metrics
- (i) Bi-weekly Computer Incident Reports

3.5 Task E - Security Engineering Support. The contractor shall provide support for Security Requirements; Secure Communication and Information Systems; Developing Certification and Accreditation Information Assurance Policies; and Communication and Information System Evaluation, Installation, and Support.

3.5.1 Security Requirements. The contractor shall develop, document and maintain requirements for the security of computer programs. The contractor shall assist with the implementation of requirements for the security of C4ISR Systems, Subsystems and Equipment computer programs. The contractor shall develop, document and maintain requirements for Physical Security. The contractor shall assist with the implementation of requirements for the Physical Security of C4ISR Systems, Subsystems and Equipment. The contractor shall assist with the maintenance and implementation of ONI security requirements. The contractor shall conduct trade-off analyses between security requirements, information flow, and cost.

3.5.2 Secure Communication and Information System Support. The contractor shall perform testing of existing systems to ensure optimal operation, effecting repairs and alignments as necessary. This testing could include either a component in isolation or from point to point. The Contractor will evaluate encryption devices which may

include, but will not be limited to the MISSI program, the EIP program, the KO-2, the KG-75 (FASTLANE and TACLANE), NES, and the KIV-19. The contractor will provide support for SIPRNET, NIPRNET, and other government agency secure or non-secure communications.

3.5.3 Certification and Accreditation Information Assurance Policy. The contractor shall develop and maintain Certification and Accreditation Information Assurance Policies that provide an enterprise-wide information assurance policy designed to protect mission-critical business information management processes. This includes optimal configuration. The contractor shall review documentation and the current security policy, as well as identifying and interviewing officials to determine assurance management philosophy and command structure. Using this information, the contractor shall conduct a comparison and analysis of the Policy in relation to any existing department information security guidance.

3.5.4 Communication and Information System Evaluation, Installation, and Support. The contractor shall perform cryptographic interfacing/testing to various modems and multiplexers for optimal system operations. The contractor will provide training on developed encryption standard for established cryptographic equipment. The contractor shall test and evaluate various network solutions for information processing systems and determine the most reliable and cost effective means that will meet the requirements of NSA Type 1 encryption devices. The contractor will evaluate routers, MCUs, software, and design schemes to ensure comprehensive planning. The contractor will support the existing Governmental Communications Infrastructure by reviewing circuit design concepts and determining the overall compatibility of the newly introduced COMSEC devices to the system. The contractor will evaluate newly emerging communication technologies to determine the potential impact on existing communications infrastructure including the encryption, information processing, transmission, and support requirements. The contractor shall make recommendations for system configurations and probable uses of new encryption devices to SPAWAR.

3.5.5 Schedule. The schedule for deliverables shall be established in each TO/DO

3.5.6 Deliverable Products. The deliverable products for Task E include but are not limited to the following:

- (a) Physical, Hardware and Software Security Requirements
- (b) Security trade-off analyses Security testing plans, procedures and reports
- (c) Certification and Accreditation Information Assurance Policies
- (d) Security Reports and Analyses

3.6 Task F - Program Management Support. The contractor shall provide Program Management support services. The contractor shall provide support services and supplies for program and project management. The contractor shall provide technical assistance to the division. The contractor shall prepare for, conduct and participate in briefings for all Tasks under this contract.

3.6.1 Contract/Task Order Support. The contractor shall provide Program/Project for this contract and all task/delivery orders (TO/DOs) issued. The Program Manager shall be the primary interface with the Government Contracting Officer's Representative (COR) and other management representatives specified by the COR. The contractor shall provide Project Management Support to manage and administer the performance under each TO/DO issued under this contract. Depending on the size and similarity of the tasking, one individual may serve as Project Manager on two or more TO/DOs. The Project Manager shall be the primary interface with the user on all technical and schedule matters related to the execution of the TO/DO.

3.6.2 Project Management. The contractor will provide project management duties in support of departmental goals and engineering tasks. Throughout the duration of this program, the contractor may be called upon to develop and provide briefings in support of this program to at various locations, worldwide. The contractor may plan, execute, and administer task assignments, formulate and enforce work standards, assign schedules, review work deliverables, and supervise personnel to meet the goals of the organization. Perform Cost Schedule Status Reporting assessments and provide Cost Schedule Status Reporting support to SPAWARSYSCEN Charleston. This may include, but not be limited to the preparation, production and distribution of monthly status reports; plans of action and milestones; staffing plans; programmatic plans; white papers; executive level briefings; funding status

documentation and information; integrated milestone information; feasibility and assessment reports; program/project planning, scheduling and trend analysis; budgets; cost estimates and projections; proposal review; and other studies and reports.

3.6.3 Technical Assistance. The contractor shall track the progress of departmental work teams and assess the unique needs of each of them. The contractor shall be an integrated member of the Departmental Teams and will be responsible for liaison between the teams and other elements of the program agencies, teams and collaboration partners.

3.6.4 Deliverable Products. The deliverable products for Task F are:

- (a) Contract Monthly Status Report (CMSR)
- (b) TO/DO Monthly Status Report (MSR).
- (c) Final TO/DO Status Report
- (d) Monthly Status Reports
- (e) Plans of Action and Milestones
- (f) Staffing Plans
- (g) Programmatic Plans
- (h) White Papers
- (i) Executive Level Briefings
- (j) Funding Status Documentation and Information
- (k) Integrated Milestone Information
- (l) Feasibility and Assessment Reports
- (m) Program/Project Planning, Scheduling and Trend Analysis
- (n) Budgets
- (o) Cost Estimates and Projections
- (p) Proposal Reviews
- (q) Trip Reports

3.6.5 Schedule. The first CMSR and MSRs are required 30 days after Contract and TO/DO award and monthly thereafter. The Final TO/DO Status Report is required not later than 30 days after completion/expiration of the TO/DO. Trip Reports are due 7 working days following completion of the travel. The schedule for all other Task F products including presentations and white papers shall be specified in the TO/DO.

C-310 GIDEP PROGRAM

(a) The contractor shall participate in the Government-Industry Data Exchange Program (GIDEP) under the latest revision of GIDEP Requirements Guide, NAVSEA S0300-BU-GYD-010. GIDEP is an invaluable tool in the government's war against inefficiency, and is limited to participating activities. GIDEP will retain and provide data and/or reports provided in compliance with this contract on a privileged basis. Compliance with the provisions of this clause shall not relieve the contractor from complying with other provisions of the contract.

(b) The contractor may insert paragraph (a) of this clause in any subcontract hereunder exceeding \$500,000. When so inserted, the word "contractor" shall be changed to "subcontractor."

GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
PO Box 8000
Corona, CA 91718-8000

Phone:

FAX:

Internet: <http://www.gidep.corona.navy.mil>

C-313 SECURITY REQUIREMENTS

The work to be performed under this contract as delineated in the **DD Form 254, Attachment No. 1** involves access to and handling of classified material up to and including **TOP SECRET**.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the **Security Officer Code OA1, SPAWARSYSCEN Charleston, Post Office Box 190022, North Charleston, SC 29419-9022**.

C-314 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) and excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

C-315 WORKWEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees **at SPAWARSYSCEN Charleston and at SPAWARSYSCEN Charleston Detachment Norfolk is Monday through Friday, 0730-1600**. Work at these Government installations, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal

regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-319 LIABILITY INSURANCE--COST TYPE CONTRACTS

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

C-324 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

- (a) If performance of any work under this contract is required at a **SPAWARSSYSCEN Charleston facility**, the Contractor shall contact the **SPAWARSSYSCEN Charleston Safety and Environmental Office, Code OAD**, prior to performance of ANY work under this contract.
- (b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.
- (c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the **SPAWARSSYSCEN Charleston and SPAWARSSYSCEN Charleston Detachment Norfolk facilities** where work is performed.

C-325 KEY PERSONNEL

- (a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.
- (b) The offeror agrees that during the first **30** days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial **30** day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.
- (c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.
- (d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
* _____	* _____
_____	_____
_____	_____

***To be incorporated via contract modification upon Contracting Officer approval of Key Personnel resumes.**

- (e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

C-326 DELIVERY/TASK ORDER PROCEDURES - ALTERNATE I

Both level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

(a) **Procedures.** Each delivery/task order shall be placed in accordance with the following procedures:

(1) Upon identification of a requirement, the Contracting Officer's Representative (COR) or originator shall contact the Contractor for the purpose of arriving at a common understanding of the technical components which constitute the basis for performance under this delivery/task order and identifying the elements necessary for preparing a detailed Statement of Work (SOW) which contains sufficient definition to allow all parties to clearly identify an end product consistent with the scope of the contract.

(2) Within five (5) days, the Contractor shall submit to the COR and/or originator a signed submittal which includes a **complete SOW in electronic format**, breakdown of labor, material, and ODCs in accordance with Section B of the basic contract. Discussions may be held with the contractor to resolve/clarify any discrepancies. After both parties have reached agreement regarding the technical requirements of the SOW and the cost estimate, the Contractor and the COR and/or originator shall sign and date the document to signify their common understanding of the delivery/task order requirements. **The electronic copy of the complete SOW shall be submitted in Microsoft Word 97 with the following formatting characteristics: (1) No headers and/or footers; (2) One-inch (1") margins all around; (3) Times New Roman 10 font; (4) Portrait orientation; (5) Track changes accepted or rejected; and (6) Normal Style.**

(3) A complete package, including the signed estimate will be forwarded by the COR to the Ordering Officer for final review and award of the delivery/task order. The cost estimate from the Contractor shall contain the following information to enable the Ordering Officer to make a determination of price reasonableness:

(i) **Cost Plus Fixed Fee (CPFF).**

(A) Direct labor, including labor categories, hours, rates and total.

(B) Indirect Rates.

(C) Other Direct Costs (ODCs).

1. Travel identified in the SOW needs only a total cost. Travel requirements not identified in the SOW must be fully documented including destination, number of people, number of days, airfare, per diem, car rental and other charges.

2. Material exceeding a unit price of \$2,500 must be itemized. All other materials need only a total cost.

3. Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price of \$2,500 must be itemized. All other equipment not identified above needs only a total cost.

4. Other, as required by the proposed task/delivery order.

(D) Subcontractors. Subcontractors need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(E) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(F) Other Information.

1. A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order.

2. For Small Business and 8(a) set-asides, the Contractor shall state that they are in compliance with the FAR 52.219-14 clause.

(G) Fee as specified in basic contract (NOTE: In T&M and LH contracts, fee is incorporated into burdened rates).

(H) Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

(4) Once the Ordering Officer/Administrator has reviewed and accepted the Contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer/Ordering Officer and sent to the Contractor as notice to begin work. The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the administrator will contact the Contractor to negotiate requirements.

(b) Content and Effect.

(1) *Each CPFF delivery/task order shall include:*

- (i) Effective date of order,
- (ii) Contract and delivery/task order numbers,
- (iii) Type of delivery/task order (i.e., completion or term),
- (iv) Estimated hours (provided for information only on completion-type orders),
- (v) Estimated cost, fee or price,
- (vi) Scope, including reference to applicable (contract) specifications,
- (vii) Delivery or performance date,
- (viii) Place of delivery or performance,
- (ix) Accounting and appropriation data, and
- (x) Other information as appropriate (e.g., Government Furnished Property, material, or facilities

to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423; etc.).

(c) Maintenance of Records. The Contractor shall maintain the following cost records under this contract as a minimum:

- (1) Records for each delivery/task order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,
- (2) Records for each individual employee, identifying direct labor performed and segregated as to delivery/task order for which performed, and
- (3) Records of all direct non-labor costs, allocated to individual delivery/task order.
- (4) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

(d) Contractor Notification. (1) The Contractor is responsible for immediately notifying the Ordering Officer/Administrator of any difficulties in performing in accordance with the terms of the order.

(2) Each delivery or task order under a cost reimbursement contract is deemed to include the FAR 52.232-20 "Limitation of Funds" or the FAR 52.232-22 "Limitation of Cost" clause, whichever is applicable.

(3) Each delivery or task order under a time -and-material or labor-hour contract shall be treated, for purposes of payment and expenditure ceilings, as an independent document, thus the ceiling established therein shall not be exceeded. Accordingly, the Contractor will not be obligated to continue performance beyond the point at which the delivery/task order funds are consumed, nor will the Government be obligated to reimburse the Contractor for any costs allocable to a delivery/task order beyond those provided in the order. Should a task not be completed due to an exhaustion of available funds, the Government may elect to modify the order to provide the additional funding, or it may direct delivery of all work in progress thereunder. Such delivery shall be effected at no additional cost to the Government.

C-701 YEAR 2000 COMPLIANCE REQUIREMENT--INFORMATION TECHNOLOGY

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant when properly installed, operated, and maintained in accordance with the contract specifications and

applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) Definitions

“Commercial items” is defined at the FAR 52.202-1 “Definitions” clause of this contract.

“Information technology” or “IT” as used in this requirement, means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

- (1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency which—
 - (i) Requires the use of such equipment; or
 - (ii) Requires the use, to significant extent, of such equipment in the performance of a service or the furnishing of a product.
- (2) The term “information technology” includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
- (3) The term “information technology” further includes for this contract—
 - (i) Any equipment that is acquired by a contractor incidental to a contract; or
 - (ii) Any IT (regardless of the course) used by the contractor in the performance of this contract to develop or modify IT under the requirements of this contract, or
 - (iii) Any equipment that contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are information technology.

“Year 2000 compliant” means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to *the extent* that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The “*proper exchange*” of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items, and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any warranty of this contract, or in the absence of any such warranty or warranties, the remedies available to the Government under this requirement shall include those provided in the inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available *until 31 January 2002 or one hundred eighty (180) days* after acceptance of the last deliverable IT, item under this contract (including any option exercised hereunder), *whichever is later*. The remedies of this specification are in addition to all otherwise existing remedies, including, but not limited to, latent defect remedies.

C-718 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

- ☐ 36 C.F.R. § 1194.21 (Software Applications and operating systems)
- ☒ 36 C.F.R. § 1194.22 (Web-based and internet information and applications)
- ☐ 36 C.F.R. § 1194.23 (Telecommunications products)
- ☐ 36 C.F.R. § 1194.24 (Video and multimedia products)
- ☐ 36 C.F.R. § 1194.25 (Self contained, closed products)
- ☒ 36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government will have the rights and remedies contained in the contract.

SECTION D Packaging and Marking**CLAUSES INCORPORATED BY FULL TEXT****D-305 PREPARATION FOR DELIVERY**

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Military Standard Marking for Shipment and Storage".

D-307 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

D-308 MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:	MARK FOR:*
RECEIVING OFFICER	Contract #: _____
	Delivery Order #: _____
	Item #: _____
	Receiving Officer Code: _____

The receiving office is located at:

Receiving Officer
SPAWAR
2921 Avenue "B" North
Bldg. 1639
North Charleston, SC 29405-1639

The receiving office is open for deliveries Monday through Friday from 0800-1500.

***As indicated on individual task orders.**

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-303 INSPECTION AND ACCEPTANCE--DESTINATION

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the **Contracting Officer's Representative** or his duly authorized representative within seven (7) working days after receipt of supplies/services, or completion of services at destination..

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

F-303 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

CLIN(S) PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS

0001-0002	Date of contract award through one year thereafter.
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The period of performance for each order shall be stated within such order. Additional time of not more than **180 days** beyond the ordering period may be allowed for completion of outstanding orders.

The period of performance for option CLIN(S) to extend the term of the contract is as follows:

CLIN(S) PERIOD(S) OF PERFORMANCE

0003-0004	One year commencing from date of expiration of the previous performance period.
0005-0006	One year commencing from date of expiration of the previous performance period.
0007-0008	One year commencing from date of expiration of the previous performance period.
0009-0010	One year commencing from date of expiration of the previous performance period.

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the clause at "52.217-9, *Option to Extend the Term of the Contract*".

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1741804 5C1C 253 EA157 0 068342 2D 01C1C0 70100000100
AMOUNT: \$200,000.00 (**MINIMUM GUARANTEE**)

REQUISITION #: N65236-4198-C024
JOB ORDER NO A6170X4B09
DOCUMENT #: N0003904WXFK841
FUNDING ACRN: AA

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

G-306 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative(s) (COR) for this contract/order:

Code 63BJT
SPAWARSSYSCEN Charleston
P.O. Box 190022
North Charleston, SC 29419-9022
Telephone:
DSN:

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor, unless the PCO or ACO has issued a contractual change.

(c) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR: **None**.

G-314 TYPE OF CONTRACT

This is an **Indefinite-Delivery, Indefinite-Quantity, Cost-Plus-Fixed-Fee (CPFF)** type contract.

G-317 INVOICING INSTRUCTIONS (COST REIMBURSEMENT CONTRACTS)

(a) Invoices/vouchers shall be submitted not more than every 2 weeks covering the amount claimed to be due for services rendered and cost incurred thereunder. There will be a lapse of no more than thirty days between performance and submission of invoices.

(b) The contractor will prepare **four (4) copies of his invoices/vouchers**. The original and one (1) copy of the invoices/vouchers will be forwarded to the cognizant Defense Contract Audit Agency (DCAA). Two (2) copies of the invoices/vouchers shall be forwarded to Space and Naval Warfare Systems Center Charleston, Code 0123. One (1) copy of the invoice/voucher shall be forwarded to the COR.

(c) Invoices/vouchers will contain the following information:

- (1) Contract number and contract line item number;
- (2) Description of work;
- (3) Straight time labor charges by man-hours, classification and price; in the case of cost-plus-fixed-fee type contracts, the invoice shall cite direct labor hours and labor rates incurred by labor category, total costs incurred and fixed fee billed.
- (4) Premium time and charges (if any) by man-hours, classification, price/cost and name of approving official.
- (5) Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision.
- (6) Travel and per diem costs (if any).
- (7) Other costs incurred and allowable under the contract and identification of such costs.
- (8) Additional information as required.
- (9) Withholding under the Payments clause, if any.
- (10) Cumulative value of all billings to date by cost incurred and fixed fee billed.

(d) For all but the final invoice/voucher, DCAA will review and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher. The Contracting Officer's Representative (COR) will review his/her copy of the invoice/voucher and complete a Contractor Invoice Review Form. The COR will retain this form in the COR files. If the COR identifies discrepancies on the invoice, he will pursue resolution with the Contractor and request a revised invoice reflecting the correction.

(e) The final invoice/voucher will be forwarded to the Contracting Officer for approval and forwarding to the DCAA and disbursing office for final payment. The final invoice/voucher identified as such will list all invoices/vouchers previously tendered. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) or other acceptance shall be deemed to have occurred on the effective date of the contract settlement. In accordance with FAR 32.905(f)(6), the Material Inspection and Receiving Report (DD Form 250) shall include the signature, printed name, title, mailing address, and telephone number of the Government official responsible for acceptance or approval of the supplies or services. The Contracting Officer's Representative is the acceptance and approval official.

(f) The cognizant DCAA offices of this contract are:

DEFENSE CONTRACT AUDIT AGENCY (DCAA):*

NAME: DCAA, Southern New Jersey Branch Office (HAA310)
ADDRESS: Woodcrest Pavilion
10 Melrose Avenue, Suite 200
Cherry Hill, NJ 08003

(g) The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers and issuing DCAA Form 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

(h) The Contracting Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Form 1 on any cost when there is reason to believe it should be suspended or disallowed.

(i) No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice, payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the FAR 52.232-25, Prompt Payment, clause of this contract.

(j) For purposes of payment under the final invoice, the constructive period in paragraph (a) (6) of the FAR 52.232-25, Prompt Payment, clause of this contract is changed from 7 days to 30 days.

G-319 RETENTION OF GOVERNMENT PROPERTY ADMINISTRATION

In accordance with FAR 42.201, the Procuring Contracting Officer specifically retains performance of property administration functions under this contract. The Space and Naval Warfare Systems Center-Charleston, Code 09A12, Property Control Branch, P.O. Box 190022, North Charleston, S.C. 29419-9022 is hereby designated by the Contracting Officer as the Property Administrator to ensure compliance with the contract's property requirements and the provisions of FAR Subpart 45.5.

G-320 SUBMISSION OF DD FORM 1662 "DOD PROPERTY IN THE CUSTODY OF CONTRACTORS"

Pursuant to the clause at DFARS 252.245-7001 "Reports of Government Property" clause, the contractor shall provide in duplicate the DD Form 1662 to the activity property administrator at the address set forth below by 31 October of the current year: Space and Naval Warfare Systems Center-Charleston, Code 09A12, Property Control Branch, P.O. Box 190022, North Charleston, S.C. 29419-9022

G-321 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

SECTION H Special Contract Requirements**CLAUSES INCORPORATED BY FULL TEXT****5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)**

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by references with the same force and effect as if they were given in full text.

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns is hereby approved and attached hereto as Attachment 2 and is made a part of this contract.

5252.232-9206 SEGREGATION OF COSTS

The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order which authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN which corresponds to the work invoiced. One (1) copy of each invoice will be provided to the COR, designated herein, and the PCO at the time of submission to DCAA.

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Contracting Officer
 ADDRESS: P.O. Box 190022, North Charleston, SC 29419-9022
 TELEPHONE:

5252.245-9201 GOVERNMENT FURNISHED PROPERTY (MAR 2002)

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary: *

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DATE</u>	<u>LOCATION</u>
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**As indicated in individual Task/Delivery orders.*

H-302 ORGANIZATIONAL CONFLICT OF INTEREST (SYSTEMS ENGINEERING)

(a) This contract provides for systems engineering and related technical support for C4I Engineering Systems Support Services. The parties recognize that by the Contractor providing this support, a potential conflict of interest arises as defined by FAR 9.505-1.

(b) For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.

(c) During the term of this contract and for a period of two (2) years after completion of this contract, the Contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of C4I Engineering Systems Support Services performed under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(d) The Contractor further agrees that it will not perform engineering services and technical support of the type described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct engineering and technical support on such products and to take no action until directed to do so by the Contracting Officer.

(e) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this Organizational Conflict of Interest clause.

H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS

(a) The Department of Defense is --

- (1) committed to minimizing the use of military and federal specifications and standards; and
- (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor --

- (1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;
- (2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:
 - (i) a copy of the proposed alternatives;
 - (ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and
 - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

H-322 TYPES OF TASK OR DELIVERY ORDERS

The following types of task or delivery orders may be issued under this contract:

(*) A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

(*) A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

H-323 CONTRACTOR PICTURE BADGE

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSCEN Charleston Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at the specific Government installation prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSCEN Charleston Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SPAWARSCEN Charleston Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-329 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY

This contract contains the clause entitled "Government Furnished Property". However, receipt of Government Furnished Property or Contractor Acquired Property is not authorized under this contract. Such property may be acquired only upon receipt of a fully executed delivery or task order or modification to a delivery or task order that

specifically authorizes acquisition of the property by the contractor. Requests for Contractor Acquired Property must be made to the cognizant Contracting Officer.

Any property acquired by the Contractor without a delivery or task order or modification to a delivery or task order authorizing such acquisition, is done so at the Contractor's own risk.

H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-343 CONTRACT DATA REQUIREMENTS – DELIVERY ORDERS

The data items shown on the DD Form 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

H-344 DELIVERY ORDER LIMITATION OF COST/FUNDS

In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

H-345 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT

Attachment 3, Wage Determination (WD) Charleston 94-2474 (Rev 22), and Attachment 4, Wage Determination (WD) Norfolk 94-2544 (Rev 26), incorporated herein set forth the applicable Service Contract Act Wage Determinations by the Secretary of Labor.

H-349 REIMBURSEMENTS UNDER COST REIMBURSEMENT, TIME AND MATERIAL AND LABOR HOUR CONTRACTS**(a) *Office Equipment***

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

(b) *Overtime*

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

(c) *Overtime/Holiday Rate*

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

(d) *Vehicle and/or Truck Rental*

When any special vehicles and/or trucks are required, the cost for contractor-owned vehicles and/or trucks shall be included in the overhead rate. The contractor shall be reimbursed for actual rental/lease of vehicles and/or trucks, only if authorized by individual task/delivery orders. Reimbursement of such rental shall be made based on actual amounts paid by the contractor.

(e) *Expendable Material*

Expendable materials, such as clerical supplies and materials, which are considered to be a normal cost of doing business, are considered to be overhead expenses and are not directly reimbursable under this contract.

(f) Other Material

Material, other than expendable material, shall be furnished pursuant to specific authorization in a task/delivery order issued under this contract. The contractor will be required to support all material costs claimed by submission of paid subcontractor invoices. Contractor will be reimbursed at the contractor's cost less any applicable discount, plus material handling costs.

H-350 REIMBURSEMENT OF TRAVEL COSTS (DEC 2002)**(a) Contractor Request and Government Approval of Travel**

Any travel under this contract must be specifically authorized in a task/delivery order issued under this contract. The travel request shall be submitted with the task/delivery order proposal, and shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation* prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

* Federal Travel Regulation (FTR) Amendment 75 was published in the Federal Register as a Final Rule on December 2, 1998. This final rule changed how the FTR maximum per diem rate limitations are computed, including extracting lodging taxes from the per diem rates and allowing payment of lodging taxes as a miscellaneous expense instead. Some contractors may encounter a significant administrative burden and incur substantial costs in modifying their systems to comply with this Final Rule. Therefore, contractors may choose to satisfy the limitation on allowable travel costs by continuing to use the FTR maximum per diem rates and the definitions of lodging, meals, and incidental expenses in effect on December 31, 1998, or the revised FTR rates and definitions that went into effect on January 01, 1999. Contractors may choose the maximum per diem rate computation methodology for all contractor travel from October 01, 1999 through September 30, 2002 (see the DAR deviations issued under DAR Tracking Number 99-O0013, 2000-O0005, and 2001-O0003). Contractors shall use the revised FTR rates and

definitions that went into effect on January 01, 1999 for all contractor travel after October 01, 2002, unless (A) the Director of Defense Procurement further extends the deviation, or (B) the coverage in FAR 31.205-46(a) (2) is revised.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate shown in Section B; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract. When authorized, per diem shall be paid by the contractor to his employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) For transportation other than described in subparagraph (d)(5) below, the contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for

which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(4) The contractor shall not be paid for travel mileage for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel mileage shall not be paid for services performed at the contractor's home facility or at any location within a driving radius of 50 miles from the contractor's home facility.

H-352 CONTRACT MAXIMUM AMOUNT

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercised, and unexpended balances may be used in succeeding option years.

H-355 CONTRACTOR IDENTIFICATION

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-358 APPLICATION OF DFARS 252.227-7013 AND 252.227-7015 TECHNICAL DATA CLAUSES

The DFARS 252.227-7015, Technical Data--Commercial Items, clause applies to technical data that pertains to a "commercial item" as defined in the DFARS 252.227-7015 clause. The DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, clause applies to all other technical data.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998

52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the

price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media: **Excel Version 5.**

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one year thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **180 days after expiration of contract**.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to expiration of the final option term.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days before the contract expires**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days before the contract expires**. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years**, unless clause 52.217-8 entitled "Option to Extend Services" is activated.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the amount authorized in the specific task order or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation

conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Labor Category	SCA Number	Government Equivalent Grade	Hourly Rate
Electronic Technician Maintenance I	23181	WG 8	\$ 15.77
Word Processor II	01612	GS 4	\$ 10.04
Drafter III	29063	GS 3	\$ 8.94
Drafter II	29062	GS 4	\$ 10.04
Drafter I	29061	GS 5	\$ 11.23
General Clerk IV	01118	GS 4	\$ 10.04
General Clerk III	01117	GS 3	\$ 8.94
Computer Systems Analyst III	03103	GS-12	\$ 24.68
Computer Systems Analyst II	03102	GS-11	\$ 20.59
Computer Systems Analyst I	03101	GS-9	\$ 17.02
Computer Operator V	03045	GS-8	\$ 15.41
Computer Operator IV	03044	GS-7	\$ 13.91
Computer Operator III	03043	GS-6	\$ 12.52
Computer Operator II	03042	GS-5	\$ 11.23

Computer Operator I	03041	GS-4	\$ 10.04
Engineering Technician VI	29086	GS-11	\$ 20.59
Engineering Technician V	29085	GS-9	\$ 17.02
Engineering Technician IV	29084	GS-7	\$ 13.91
Engineering Technician III	29083	GS-5	\$ 11.23
Engineering Technician II	29082	GS-4	\$ 10.04
Engineering Technician I	29081	GS-3	\$ 8.94
Secretary III	01313	GS-6	\$ 12.52
Supply Technician	01400	GS-7	\$ 13.91
Technical Writer	29480	GS-11	\$ 20.59
Computer Programmer IV	03074	GS-11	\$ 20.59
Computer Programmer III	03073	GS-9	\$ 17.02
Computer Programmer II	03072	GS-7	\$ 13.91
Computer Programmer I	03071	GS-5	\$ 11.23
General Maintenance Worker	23370	WG-8	\$ 15.77

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time -and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

NONE

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
www.arnet.gov/far/

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is --

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Space and Naval Warfare Systems Center Charleston, Security Code 0A1; by telephone, DSN 588-4084 or 6737 or commercial (843) 218-4084 or 6737.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that--
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

SECTION J List of Documents, Exhibits and Other Attachments

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Attachment 1	DD-254	4 (DISTRIBUTED AS A SEPARATE DOCUMENT)
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Attachment 5	WD-94-2544-26	8
Exhibit A	Contract Data Requirements List (CDRLs)	51

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